

1907-012 Chancery Causes: N. Wygal vs. Carter Fields
Lee Co.

CA - Contract Dispute
T - Property

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for
Lee County, Virginia.

Humbly complaining, your orator, N. Wygal, would respectfully represent and show unto your honor, that on the 18th day of January, 1904, he was seized of lands entitled to, a good fee simple estate in and to a certain lot, tract or parcel of land lying and being in said county adjoining the lands of M. B. Spencer on the west and Tee Anderson on the north and east and the McNeils on the south/ containing two acres more or less. And your orator being so seized and entitled, and being desirous to sell the same, he contracted with one Carter Fields on that day for the sale of the said land to him. At which time the said Carter Fields agreed to purchase the said land from your orator at the price of Two Hundred and Fifteen Dollars, and your orator executed to the said Carter Fields a title bond, binding himself to convey the said lot of land to the said Fields by deed with covenants of general warranty when the purchase money should be fully paid therefor, which title bond is in the possession of the said Fields and can not be produced by your orator to the said court; and the said Fields paid to your orator the amount of the said purchase money except the sum of \$128.20, for which said sum he executed to your orator two notes or bonds bearing date January, 18th, 1904 for \$64.10 each, *Waiving the homestead exemption as to said notes* one of said notes to become due and payable Aug. 27th, 1904 bearing interest from Aug. 27th, 1903, the other to become due and payable Aug. 27th, 1905, with interest from Aug. 27th, 1903, which notes are herewith filed as part hereof marked Nos. 1 and 2 respectively. The balance of the said purchase money ~~has~~ been paid to your orator by said Fields, but your orator here alleges that the said two notes, and no part thereof has ever been paid to your orator, except the sum of \$3.50 paid about May 1st, 1906/ and for which payment the said Fields has your orator's receipt; that the said

Carter Fields has refused to comply with the said contract on his part by refusing to pay to your orator the amount of the said two notes, and that wherstill refuses to comply with said contract by paying the amount of the said two notes, subject to the said small credit, though he has been often requested so to do, and the amount of the said two notes subject to the said credit, is still due and owing to your orator. Your orator has prepared and files herewith as a part hereof, marked Exhibit "3" a proper deed conveying to the said defendant the said lot or parcel of land with covenants of general warranty pursuant to said contract, and which is intended to be an ^d ~~escrow~~ deed, to be delivered to the said defendant when the purchase money for said land, together with the cost of this suit is fully paid by him.

In tender consideration whereof, and for as much as your orator is remediless in the premises save by the aid of ~~the~~ court of equity wherematters of this kind are alone cognizable, your orator prays that the said Carter Fields may be made ^{the} party defendant to this bill, and required to answer the same, but not on oath, answer under oath being expressly waived; that the said contract and agreement entered into between your orator and the said Carter Fields shall be specifically performed and carried into execution by the said Carter Fields, your orator hereby offering to perform the same on his part, and that the said Carter Fields may be compelled to pay your orator the amount of the purchase money for said land as evidenced by said two notes with interest as ^{therein} provided, and that your orator may have such, other, further and general relief as the nature of his case may require, or to equity shall seem meet. And your orator will ever pray &c.

James W. Orr, Jr.

Plff's costs

clerk \$4.34

Shff. .50
4.84

Defts. costs recovered

clerk \$1.01

atty 15.00
\$16.01

N. Wygal.

Bill in Chancery.

Carter Fields

1906 1st Aug. Rules
Bill Spa. executed
and Ans. filed
" 2nd Aug. Rules
Cause set for
hearing by plaintiff.

N. W Y G A L ;

vs.

C A R T E R F I E L D S ,)

)
) I N C H A N C E R Y .
)

To the Hon.H.A.W.Skeen,Judge of the Circuit Court for Lee
County,Virginia:

The answer of Carter Fields to a bill of Complaint of N.Wygal
filed against him in the Circuit Court of Lee County,Virginia,at
First August Rules 1906.

Respondent says it is true he purchased from Complainant the
land land mentioned and described in his bill of complaint,at the
price and on the terms therein mentioned;and that said complainant
agreed to make respondent a good and sufficient deed for said land
as soon as all the purchase money therefor should be paid,as will be
seen from inspection of contract or title bond herewith filed
marked "One",which is asked to be read and treated as a part hereof

Respondent however denies that said Complainant has executed and
and offered to deliver to respondent a good and sufficient deed
for said land with covenants of general warranty,but on inspection
said deed filed as an escrow,it will be seen that the same is very
defective and insufficient.

Respondent says that he has ever been ready to pay complainant
the residue of the purchase money as soon as he will have the judg-
ment liens against him and said land marked satisfied,and that
he even tendered the money to said complainant in the town of Jones-
ville, Lee County,Virginia,on the first day of May,1905,and demanded
a deed for said land free from all encumbrances,and said complainant
has yet reused and failed to clear the title to said land.An ab-
stract of the judgments against said complainant,as shown on the
judgment lien docket in the Clerks office of Lee County,is herewith
filed as apart hereof,marked Judgments.

Respondent is very anxious to have the matter cleared up and to
get a deed for said lands,and is ready to pay of said purchase
money as soon as he can get a clear title,and he has ^{been ready} at all times
since said money became due on the face of the notes,to pay same off

and he herewith files into Court the residue of the Purchase money on said land to be delivered to said Complainant as soon he gets a good and sufficient title to said land.

Respondent is advised that the Court will not compel him to pay Complainant the money however until the title to said land is cleared and a good and sufficient deed is executed for said land; nor compel the specific execution of said contract until the Complainant has done every thing necessary on his part to be done.

And now having fully answered he prays to be hence dismissed with his reasonable costs, and He will ever pray etc.

J. B. Noel P.D

N. Wygal
vs { Dr. Chanary
Carter Fields

Answer of Dept:

Filed Aug. 8, 1906-

H. B. S. Ewing, clk.

N. Wygal,

Plaintiff.

vs.

In Chancery

Carter Fields,

Defendants.

This cause came on to be heard upon the bill of the plaintiff, and exhibits therewith, the answer of the defendant, and exhibit therewith, and was argued by counsel.

On consideration thereof, it is adjudged, ordered and decreed that the contract of ~~land~~ the sale of the land in the bill mentioned be specifically executed, and that the plaintiff recover against the defendant \$128.20, the amount of purchase money due him on said real estate with interest thereon from the 27th day of August, 1903 until paid, subject to a credit of \$3.50 paid on the 1st day of May, 1906. And thereupon the defendant paid the plaintiff's attorney the amount of said recovery, and the defendant had leave to withdraw from the papers of this cause the deed executed to him by the plaintiff and wife for recordation. And that the defendant recover against the plaintiff the costs of this suit. And nothing further remaining to be done in this cause, the same is stricken from the docket.

N. Wygal
os { Decree Final
Carter Fields.

Entered in COB.
8, page 251-

Enter this decree.
H. A. W. S. W.
Feb 18, 1907.

Know all men by these present
that I Newton Rygal have this
day sold to Carter Fields a certain
Lot parcel or piece of Land Lying and
being in Lee County and known
as his Curry Colledge lot. and
bounded as follows to wit.

Beginning at a Rock now a post
North west of Curry Colledge is
a line of Same & Corner of the
Jefferson Meff land and with a
line of Same North $42\frac{1}{2}$. W. 13 poles
to a Rock. S $82\frac{1}{2}$. W. 22 poles to a small
Walnut now gone & in a line bounding
the McKiel and other lots sold and
laid out by E. B. Spencer & Wife
thence S. $24\frac{1}{2}$. E. 11 poles & 5 ft to a Stake
a Corner to McKiel lot & with same
Line East. 14 P. to a Rock Corner to

College lot and with a line of same North 75 $\frac{1}{2}$ E. 11. Poles and 12 feet to the Beginning. Now the Conditions of this instrument is such that the said Carter Fields owed the said Wygal a note Twentyfive⁰⁰ Dollars for House Rents and binds him self heirs &c. to pay to the said N. Wygal for the lot Two hundred and fifteen Dollars for lot making Two hundred and Thir^{ty} eight and 100 Dollars \$238.⁰⁰ Interest & all and has this day paid One hundred & fifteen Dollars \$15.⁰⁰ leaving a balance of One hundred & twenty eight⁰⁰ Dollars \$128.⁰⁰ to be paid in equal Installments one of Sixty four and two Dollars Each on one and two years with present Interest from date for which said Fields has created his notes, and said Wygal reserves a vendors lien on the said lot of Land to secure said

Notes. Then the said Wygal when the said purchase money is fully and well paid binds himself heirs or assigns to make the said Carter Fields a good & sufficient deed to said lot the same containing. 2. Acres the same be more or less. This given under my hand & seal in the County of Lee and State of Virginia This the first day of Jan. 1904. Now the above Conditions are also that the said Wygal reserves the seven Walnut Trees that stand on said lot for at least twelve months unharmed & unmolested & cared for properly until said Wygal can move them but said Fields is to have possession of said property at this date a howe Jan. 1st 1903.

N. Wygal Seal

Gifts bond for the
Cary College Lot
from N. Wiggall Co

Carter Fields

"One".

Mr J W. Don and J B. Noel Sir
The judgement against W. Wygol in
favor of the executors and heirs of said
was assigned to me by said court
in Oct 1898. and the most of said
amt has been settled and I only hold
a claim on said Wygol's village farm
and not on any other land or property
that the said Wygol has or has owned
This August 6th 1906.

W E Wyman

W. C. Wiggins:
Statement as
to Hygal. Indgt.

128.20 Aug 24/1903

25-6400

4410

26,28.10

76

26.74 Int.

128.20

15-4.94

3.50

\$15-1.44 Bal Feb 18/1907.

16.01 casts.

135.43

130.00

\$5.43

270 - 2140

12

41

2012

64

60

128

1344

99

\$135.43

10.00

\$125.43

cash for this

Feb 20/1907.

Wypal
Calcuttation

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

Barter Fields

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on
the ^{1st} Monday in *August*, 190*6*, to answer a bill in chancery exhibited against *him*

by N. Wygal

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the *17*
day of *July*, 190*6*, and 1*31*st year of the Commonwealth.

A Copy, Teste:

H. C. T. Ewing, Clerk.

_____, Clerk.

N. Nygal

VS

}

SUBPOENA
IN
CHANCERY.

Carter Fields

Orr & Noyes, p. 9

To 1st August Rules.

Lee Circuit Court.

1906
Executed on the
20. day of July
1906. by delivering
a copy of the within
Subpoena to Mrs.
Carter Fields.
W. B. Short D.C.